

TRUST AGREEMENT

For the Four County Landfill Site Operable Unit 2 ("OU-2")

This TRUST AGREEMENT (the "Trust") is entered into as of May 30, 2003 ("Effective Date"), among entities specified in Appendix A in the Agreed Order (attached as Exhibit A and defined below), commonly known as the Four County Landfill Site Respondent Group (the "Respondent Group," each a "Settlor" and collectively, the "Settlers"), and Deborah E. Albright, as trustee (the "Trustee") (collectively referred to herein as the "Parties");

WHEREAS, the Indiana Department of Environmental Management ("IDEM") has alleged releases or threatened releases of hazardous substances from the Four County Landfill, a site that occupies approximately 61 acres and is located 0.7 miles southwest of the town of Delong, Indiana, along County Road 525, one-quarter mile west of State Road 17 (the "Site"), further described as located within the southwest quarter of Section 16, Township 31 North, Range 1 East;

WHEREAS, on or about March 31, 2003, IDEM entered into an Agreed Order ("AO") with the Respondent Group listed in Appendix A to the AO, and on June 2, 2003, the Commissioner of IDEM approved the AO making it effective;

WHEREAS, the Respondent Group has agreed under the terms of the AO to make a cash payment to the Trust Account established through this Trust Agreement as partial consideration for the termination of IDEM's claims against the Respondent Group with respect to the Site (as provided in the AO);

WHEREAS, this Trust is established to enable IDEM to conduct or finance response actions at or in connection with the Site, in particular to provide for OU-2 remediation, including associated enforcement activities and reimbursement of IDEM costs;

WHEREAS, IDEM, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee;

NOW, THEREFORE, in consideration of the promises and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DECLARATION OF TRUST; TRUST PROPERTY; PURPOSE OF TRUST; INTENTION TO CREATE TRUST

SECTION 1.01. Declaration and Acceptance of Trust.

(a) Establishment of Trust Assets. The Respondent Group hereby agrees to convey to the Trust and its successors and assigns, for the benefit of IDEM, by and through its Commissioner or her or his designee, as the trust beneficiary ("Beneficiary"), money in the amount specified in

paragraph 41 of the AO ("Trust Assets"). The Respondent Group shall deliver to the Trustee, according to the terms of and in the manner provided in the AO, payment of the Trust Assets. Upon payment, the Respondent Group shall have no further obligation or liability under this Trust Agreement.

(b) Acceptance of Trust. The Trustee hereby accepts the trust imposed on it by this Trust Agreement and agrees to observe and perform that trust, upon and subject to the terms and conditions set forth herein.

SECTION 1.02. Trust Property. The Trustee, on behalf of the Trust, shall hold all of the Trust Assets and all revenues and proceeds of the Trust Assets (the Trust Assets, together with such revenues and proceeds, being the "Trust Property") in trust to be administered and disposed of by the Trustee pursuant to the terms of this Trust Agreement, for the benefit of the Beneficiary.

SECTION 1.03. Purpose of Trust. The Trust is organized for the purposes of facilitating:

- (a) the taking of corrective or environmental response action deemed necessary by IDEM with respect to the Site OU-2 to protect human health and the environment;
- (b) the investigation, remediation, or modification of facilities or property deemed necessary by IDEM in response to contamination or the threat of contamination emanating from the Four County Landfill; and
- (c) the reimbursement of IDEM for costs of corrective or environmental response actions, including oversight by IDEM of contractors, taken to protect human health and the environment with respect to the Site.

Any and all other activities of the Trust shall be incidental and ancillary to the purposes set forth in the previous sentence. The purpose of this Trust does not include any objective to continue or engage in the conduct of a trade or business. In furtherance of the purposes set forth in this Section, the Trustee is hereby authorized to take all reasonable and necessary action to conserve and protect the Trust Property and, with the consent of or at the direction of the Beneficiary, to invest, spend, or otherwise dispose of the Trust Property in accordance with the terms of this Trust Agreement.

SECTION 1.04. Intention to Create Trust. The Parties to this Trust Agreement intend to create a trust and a trust relationship with the terms and conditions hereof and the terms and conditions of Indiana law. Nothing set forth herein or in any provision of law shall be deemed to create or give rise to a partnership, joint venture, or any other business entity, including, but not limited to, a business trust or principal and agent relationship between or among any of the Parties hereto or IDEM.

ARTICLE II

NAME; POWERS; ADMINISTRATION OF THE TRUST

SECTION 2.01. Name. The Trust shall be known as the "Four County Landfill Site OU-2 Trust," and the Trustee may transact the business and affairs of the Trust in that name.

SECTION 2.02. Powers of the Trustee. Except as otherwise provided in this Trust Agreement, in administering the Trust the powers of the Trustee shall be limited to receiving and holding the Trust Property and the following:

- (a) transferring any Trust Property (net of expenses) to any person or fund named by IDEM for the purposes of carrying out the terms of this Trust Agreement;
- (b) entering into contracts with any person named by IDEM for the purposes of carrying out the terms of this Trust Agreement;
- (c) investing Trust Property; and
- (d) exercising such other powers and duties as specified elsewhere in this Trust Agreement for the purposes of carrying out the terms of this Trust Agreement.

Subject to the express limitations contained herein, the Trustee shall have and may exercise with respect to any and all property at any time constituting Trust Property, or any part thereof, all powers now or hereafter conferred on trustees by the laws of any state in which Trust Property or any part thereof is located.

The Trustee shall serve with a bond, provided that such bond shall be procured with monies from the Trust. The powers conferred by this Section in no way limit any power conferred on the Trustee by any other section hereof but shall be in addition thereto.

SECTION 2.03. Limitation on the Trustee. The Trustee shall not at any time enter into or engage in any business on behalf of the Trust, including, without limitation, the purchase or lease of any asset or property, except as and to the extent the same is deemed by the Trustee to be necessary or proper for the conservation or protection of the Trust Property. This Section shall not limit the ability of the Trustee to secure easements or other agreements to access or acquire any asset or property necessary to implement a corrective or environmental response activity deemed necessary by IDEM with respect to the Site to protect the environment.

SECTION 2.04. Transferee Liabilities. If any liability shall be asserted against the Trustee, as the transferee of the Trust Assets, on account of any claimed liability of or through the Settlers or against the Beneficiary, the Trustee, in its own discretion or at the direction of the Beneficiary, may use such part of the Trust Property as may be necessary in contesting any such claimed liability and in payment, compromise, settlement and discharge thereof on terms reasonably satisfactory to the Trustee.

SECTION 2.05. Administration of Trust. In administering the Trust, the Trustee, subject to the express limitations contained herein, is authorized to do and perform all such acts and to execute and deliver such bills of sale, instruments of transfer, and other documents as the Trustee may deem necessary or advisable to carry out the purpose of the Trust.

SECTION 2.06. Taxes. The Trustee shall timely prepare and file such income tax and other returns and statements as are required to comply with applicable provisions of the Internal Revenue Code and of any state law and the regulations promulgated thereunder and shall pay in full the taxes, if any, required to be paid by law. All taxes of any kind that may be assessed or levied against or in respect of the Trust and all brokerage commissions incurred by the Trust shall be paid from the Trust Property.

SECTION 2.07. Annual Valuation. The Trustee shall annually, at least thirty (30) days prior to the anniversary date of establishment of the Trust, furnish to the Beneficiary a statement confirming the value of the Trust, a statement of all expenditures and income of the Trust and any other report at any other time reasonably requested by the Beneficiary. Any securities in the Trust shall be valued at market value as of no more than sixty (60) days prior to the anniversary date of establishment of the Trust.

SECTION 2.08. Payment of Expenses and Other Liabilities. The Trustee shall, in its discretion, pay from the Trust Property all expenses, charges, liabilities and obligations of the Trust including those connected with or arising out of the execution or administration of the Trust and the Trust Property, and such other payments and disbursements as are provided for in this Trust Agreement or that may be determined by the Trustee to be proper charges against the Trust and the Trust Property. The Trustee may from time to time make provision out of the Trust Property, by reserve or otherwise, for such reasonable amount or amounts as the Trustee, in its sole discretion and judgment, may determine to be necessary or advisable to meet unascertained, unliquidated or contingent liabilities of the Trust; provided that, in the case of any payment by the Trustee hereunder of amounts owing to or for the benefit of the Trustee under this Trust Agreement, the Trustee shall have provided the Beneficiary with a statement in writing specifying the nature and amount thereof not less than thirty (30) days prior to the payment thereof.

SECTION 2.09. Termination of Trust. The Trust and this Trust Agreement shall terminate ten (10) years from the Effective Date of this Trust Agreement unless, prior to such date, the Trustee and Beneficiary agree to extend the term of the Trust Agreement pursuant to Section 5.01. Upon termination, all Trust Property shall be distributed in accordance with the instructions of the Beneficiary. At any time, the Trust may, at the direction of the Beneficiary, terminate and be dissolved and all Trust Property remaining at such time shall thereupon be distributed in accordance with the instructions of the Beneficiary.

ARTICLE III

FUNDS, PAYMENTS AND INVESTMENTS

SECTION 3.01. Trust Account. The Trustee shall open an account (the "Trust Account") for purposes of holding, and shall deposit into the Trust Account, (i) all amounts received from the Settlers pursuant to paragraph 41 of the AO and (ii) any other funds received by the Trustee in respect of the Trust Property, including any additional amounts received pursuant to settlement with other parties in relation to the Site.

SECTION 3.02. Investments of Cash. The Trustee shall deposit or invest cash held in the Trust Account in accordance with the instructions or investment guidelines provided by the Beneficiary. The Trustee may only invest the funds in an interest-bearing account, savings certificates, certificates of deposit of a bank, direct obligations of the Government of the United States of America, or obligations of agencies or insurers that are guaranteed by the Government of the United States of America in accordance with Indiana Code Sections 5-13-10.5. In absence of such direction, Trustee shall invest the funds in the Trustee's discretion. Consistent with Section 2.08, above, the Trustee may withhold from long-term investment, in cash or readily convertible to cash, a reasonable amount as the Trustee, in its discretion or upon consultation with the Beneficiary, may determine to be necessary or advisable to meet unascertained, unliquidated, or contingent obligations of the Trust.

SECTION 3.03. Payments. The Trustee shall pay or cause to be paid from the Trust Account such amounts required by IDEM (in its capacity as the environmental regulatory agency) to:

- (a) take the corrective or environmental response action deemed necessary by IDEM with respect to the Site for the protection of the environment, including incidental repairs associated with day-to-day operations at the Site; or
- (b) to investigate, remediate, or modify facilities or property as deemed necessary by IDEM in response to contamination or the threat of contamination emanating from the Site; or
- (c) to reimburse IDEM for corrective or environmental response action previously taken, including oversight by IDEM of contractors and costs incurred between the Effective Date of the AO and the date of payment by the Respondent Group to the Trust.

ARTICLE IV

THE TRUSTEE

SECTION 4.01. Authorization and Action. The Trustee is hereby appointed and authorized to take such action in the name and on behalf of the Trust, and to exercise such

powers and discretion hereunder as are delegated to the Trustee or the Trust, respectively, by the terms herein, together with such powers and discretion as are reasonably incidental thereto, without the necessity of obtaining the consent, permission or authorization of any other person or (except as may be required under applicable law) any court or other governmental body or official. The rights, powers and authority conferred on the Trustee by this Trust Agreement are conferred in contemplation of such freedom of prudent judgment and action, within the limitations and restrictions so expressed and imposed; provided, that the Trustee shall exercise such rights, powers and authority at all times in a fiduciary capacity in the interests of the Beneficiary. Subject to the other provisions of this Trust Agreement, the Trustee shall have power over and be solely responsible for the management and administration of the Trust.

SECTION 4.02. No Duties Except as Specified in this Agreement or in Instruction. The Trustee shall not have any duty or obligation to manage, make any payment with respect to, register, record, sell, dispose of, or otherwise deal with the Trust Property, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby to which the Trustee is a party, except as expressly provided by the terms of this Trust Agreement or in any written direction received by the Trustee pursuant to the provisions of this Trust Agreement. No implied duties or obligations shall be read into this Trust Agreement against the Trustee.

SECTION 4.03. Standard of Care; Exculpation. The Trustee shall exercise the rights and powers vested in it by this Trust Agreement. Neither the Trustee nor any of its respective shareholders, directors, officers, employees, affiliates, agents, advisors, contractors, successors or assigns shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Trust Agreement, except for its or their own gross negligence, bad faith, willful misconduct or willful disregard of the provisions of this Trust Agreement. In particular, but not by way of limitation (and subject to the exceptions set forth in the preceding sentence):

- (a) the Trustee shall not be liable for any error of judgment made by a responsible officer of the Trustee;
- (b) the Trustee shall not be liable with respect to any action taken or omitted to be taken by the Trustee in accordance with the directions of the Beneficiary;
- (c) no provision of this Trust Agreement shall require the Trustee to expend or risk the Trustee's own funds or otherwise incur any financial liability in the performance of any of its rights or powers hereunder, if the Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or otherwise provided;
- (d) the Trustee shall not be under any obligation to exercise any of the rights or powers vested in it by this Trust Agreement, or to institute, conduct or defend any litigation under this Trust Agreement or in relation to this Trust Agreement unless the Beneficiary has offered security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred by the Trustee therein or

thereby, including such reasonable advances as it may request. The right of the Trustee to perform any discretionary act enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than gross negligence or willful misconduct in the performance of any such act; and

- (e) neither the Trustee nor any of its respective shareholders, directors, officers, employees, affiliates, agents, advisors, contractors, successors or assigns shall have any liability, nor shall recourse be had to any of the assets or properties of any thereof, with respect to any claims, demands, actions and causes of action asserted by any person and arising from or relating to (i) this Trust Agreement, (ii) any other agreement, instrument or document executed in connection with this Trust Agreement or (iii) any debts contracted or liability or damages incurred in the management or operation of the Trust Property or corrective or environmental response action taken at the Site; it being understood that all such claims, demands, actions and causes of action against the Trustee shall be satisfied solely out of the Trust Property.

The Trustee may require that each agreement, instrument and other document executed and delivered by the Trustee in connection with this Trust Agreement (including, without limitation, any transfer documents) contain a provision substantially to the effect of clause (e) above.

SECTION 4.04. Reliance by the Trustee. Except as otherwise provided in Section 4.03:

- (a) the Trustee shall not incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, or other document or paper believed by the Trustee to be genuine and signed by the proper party or parties. The Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of the determination of which is not specifically prescribed herein, the Trustee may for all purposes hereof rely on a certificate, signed by the president or any vice president or by the treasurer or other authorized officers of the relevant party, as to such fact or matter, and such certificate shall constitute full protection to the Trustee for any action taken or omitted to be taken by the Trustee in good faith in reliance thereon. With respect to IDEM, the Trustee may receive and rely upon statements from the Commissioner of IDEM or her or his designee; and
- (b) in the exercise and administration of the Trust and in the performance of duties and obligations under this Trust Agreement, the Trustee (i) may act directly or through its agents or attorneys pursuant to agreements entered into with any of them, and shall not be liable for the conduct or misconduct of such agents or attorneys if such agents or attorneys shall have been selected with reasonable care, and (ii) may consult with counsel, accountants and other skilled persons to

be selected with reasonable care and employed by it. The Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the written opinion or advice of any such counsel, accountants or other such persons.

SECTION 4.05. Indemnification. The Trust shall be liable as primary obligor for, and shall indemnify the Trustee and its officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all threatened, alleged, or actual liabilities, obligations, losses, damages, taxes, claims, actions, and suits, and any and all reasonable expenses of investigation and reasonable costs, expenses, and disbursements (including reasonable fees and expenses of counsel) of any kind and nature whatsoever (collectively, "Expenses") which may at any time be imposed on, incurred by, or asserted against any Indemnified Party in any way relating to or arising out of this Trust Agreement, the Trust Property, the administration of the Trust Property or any alleged or actual action or inaction of the Trustee hereunder, except only that the Trust shall not be liable for or required to indemnify any Indemnified Party from and against expenses arising or resulting from an Indemnified Party's own gross negligence, bad faith, willful misconduct or willful disregard of the provisions of this Trust Agreement. The indemnities contained in this Section shall survive the resignation or removal of the Trustee, as the case may be. In any action or proceeding for which indemnity is sought pursuant to this Section, the Trustee's choice of legal counsel shall be subject to the approval of the Beneficiary, which approval shall not be unreasonably withheld, and the fees and disbursements of such counsel and other expenses of defending against the claim shall be paid on a current basis as Expenses hereunder, provided that the Indemnified Party signs an undertaking to repay all such amounts, without interest, if it is determined by final order of the Court that the Indemnified Party shall not be entitled to indemnification hereunder.

As used in the preceding paragraph, the terms "officer," "employee," or "agent" include, where applicable, the shareholders, directors, officers, employees, affiliates, agents, advisors, contractors, heirs, successors, executors, administrators, personal representatives, and estates of the Trustee and any other person serving on behalf of the Trust at the request of the Trustee.

SECTION 4.06. Fees and Expenses of the Trustee: Trustee's Lien. In lieu of any commissions or fees which may be fixed by applicable law for trustees and fiduciaries generally (which are hereby waived by the Trustee), the Trustee shall be entitled to the fees and expenses (the "Trustee Fees") set forth in Schedule 1 (attached hereto) and reimbursement for reasonable out-of-pocket expenses incurred by the Trustee hereunder, including reasonable fees and expenses of counsel. The Trustee shall have a lien on all unencumbered funds held by the Trustee hereunder to secure all amounts owing hereunder to the Trustee and the claims of the Trustee in respect thereof shall have priority over the rights of all creditors of the Trust and Beneficiaries for any and all amounts owed to it hereunder.

SECTION 4.07. Resignation of Trustee: Removal of Trustee: Appointment of Successor.

- (a) Resignation and Removal and Appointment of Successor. The Trustee or any successor Trustee may resign at any time by giving prior written notice to the Beneficiary, provided that a successor Trustee shall have agreed to act as such

before such resignation shall be effective. In addition, the Beneficiary may at any time remove the Trustee with or without cause by giving at least three months' prior written notice to the Trustee. No resignation shall become effective prior to the appointment of, and acceptance of such appointment by, a successor Trustee reasonably satisfactory to the Beneficiary at which time the predecessor Trustee shall be fully discharged of all duties and liabilities hereunder.

- (b) **Acceptance of Appointment by Successor Trustee.** Any successor Trustee appointed hereunder shall execute an instrument accepting such appointment and shall deliver one counterpart thereof to the Beneficiary. Thereupon such successor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Trust hereunder with like effect as if originally named herein; but the retiring Trustee shall nevertheless, when requested in writing by the successor Trustee and upon payment of its lawful charges and disbursements then unpaid, if any, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of such retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by it hereunder upon receipt thereof.
- (c) **Accounting to Successor Trustee.** Any successor Trustee is authorized to accept the accounting rendered and the assets delivered by or for a predecessor Trustee without requiring an audit or other independent account of the acts of the predecessor Trustee and shall not be required to inquire as to the sufficiency thereof. No successor Trustee shall have any duty, responsibility, obligation, or liability whatsoever for any acts or omissions of any predecessor Trustee.

SECTION 4.08. Death or Incapacity of Trustee: Appointment of Successor.

- (a) **Death or Incapacity of Trustee.** In the event of the death or adjudication of the Trustee as an incompetent, the Beneficiary shall appoint a successor Trustee.
- (b) **Acceptance of Appointment by Successor Trustee.** Any successor Trustee appointed hereunder shall execute an instrument accepting such appointment and shall deliver one counterpart thereof to the Beneficiary. Thereupon such successor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Trust hereunder with like effect as if originally named herein.
- (c) **Accounting to Successor Trustee.** Any successor Trustee is authorized to accept the accounting rendered and the assets delivered by or for a predecessor Trustee without requiring an audit or other independent account of the acts of the predecessor Trustee and shall not be required to inquire as to the sufficiency thereof. No successor Trustee shall have any duty, responsibility, obligation, or liability whatsoever for any acts or omissions of any predecessor Trustee.

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. Amendments. This Trust Agreement may be amended by an instrument in writing executed by the Trustee and the Beneficiary.

SECTION 5.02. Irrevocability. This Trust shall be absolutely irrevocable by the Settlor, and none of the Settlor, acting individually or together, shall have any right or power to amend, modify, or revoke this Trust Agreement or any of its terms or provisions.

SECTION 5.03. Taxes on Recording and Transfer. Any transfer, deed, stamp, recording and similar taxes, charges, fees, and impositions on the transfer and conveyance of the Trust Property or part thereof by the Trustee shall be paid by the Trust.

SECTION 5.04. No Legal Title in Trust Beneficiary. The Beneficiary as the trust beneficiary shall not have legal title to any part of the Trust Property.

SECTION 5.05. Notices and Directions. All notices, directions, requests and other communications hereunder shall be in writing and shall be given to the intended recipient thereof by hand delivery, telecopy, certified mail (to an address within the United States) or air courier, at the address of such recipient specified below or such other address as such recipient may hereafter specify by notice to the Trustee. Each such notice, request or other communication shall be effective (i) if given by mail within the United States, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (ii) if given by telecopy, on the date of delivery provided that receipt of such telecopy is confirmed by mail in the manner herein described, or (iii) if given by any other means (including, without limitation, by air courier), when delivered at the address of a person specified below. The address for notices of each of the persons specified below is as follows:

a. As to IDEM:

Indiana Department of Environmental Management
Office of Land Quality
Attn: Four County Landfill Project Manager
100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015

Phone: 317-234-0357
Fax: 317-234-0428

b. As to the Trustee:

Deborah E. Albright, Esq.
Monday Rodeheffer Jones & Albright
1915 Broad Ripple Avenue
Indianapolis, Indiana 46220

Phone: 317-251-1929

Fax: 317-251-1941

SECTION 5.06. Severability. If any provision of this Trust Agreement is held to be illegal, invalid or unenforceable, then the parties to this Trust Agreement shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Trust Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result.

SECTION 5.07. Counterparts. This Trust Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 5.08. Successors and Assigns. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and assigns. Any request, notice, direction, consent, waiver or other instrument or action by a party hereto shall bind the successors and assigns of such party hereto.

SECTION 5.09. Headings. The headings of the various Articles and Sections of this Trust Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 5.10. Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have hereunto caused this Trust Agreement to be duly executed by their representatives thereunder duly authorized, as of the day and year first above written.

FOR THE TRUSTEE:

Date: 5/30/03

By: 

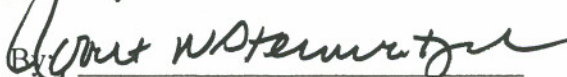
Deborah E. Albright
Trustee

FOR THE SETTLORS:

FOUR COUNTY LANDFILL RESPONDENT GROUP

Date: 5/29/03

Sygidler Bellin Shoreff Friedman LLP

By: 

Robert N. Steinwurtzel, Esq.
Common Counsel

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Schedule 1
Trustee Fee Statement

ENVIRONMENTAL TRUSTEE WORK - DEBORAH E. ALBRIGHT

NAME OF TRUST: FOUR COUNTY LANDFILL SITE OU-2 TRUST

Hourly Rate: \$175.00 per hour

Reimbursement for expenses:

- A. Mileage: at rate allowed by State of Indiana
- B. Postage: reimbursement at cost
- C. Copies: reimbursement at \$0.07 (seven cents) per copy